

# EXHIBIT H

**From:** Randell Roberts  
**Sent:** Wednesday, February 7, 2018 8:40 PM  
**To:** 'Sheridan, Thomas W.' <[tsheridan@sheridanandmurray.com](mailto:tsheridan@sheridanandmurray.com)>  
**Subject:** RE: 1497-001 Burgess, James R.: Referral Fee Agreement

Confirmed, and good luck Tom.

**Randell C. Roberts**

Attorney at Law  
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**From:** Sheridan, Thomas W. [<mailto:tsheridan@sheridanandmurray.com>]  
**Sent:** Wednesday, February 7, 2018 6:27 PM  
**To:** Randell Roberts <[randy@robertslawfirm.com](mailto:randy@robertslawfirm.com)>  
**Cc:** [tsheridan@sheridanandmurray.com](mailto:tsheridan@sheridanandmurray.com)  
**Subject:** FW: 1497-001 Burgess, James R.: Referral Fee Agreement

Randy,

Thanks for taking the time to speak to me earlier today about the Burgess case and our fee sharing agreement.

I am writing to confirm our discussion and to specifically clarify and document our referral agreement on this matter.

Mr. Burgess and Mrs. Burgess have each entered into a fee agreement with my firm to represent them for any and all claims arising from Mr. Burgess's December 14, 2012 accident that rendered him a quadriplegic.

Prior to referring this matter to my firm, you had engaged in discussions with representatives from Defendant Clark Electric regarding the potential settlement of this matter.

In light of this, my firm and I have agreed to pay you a referral fee in the amount of 40% of any fee recovered by my firm against Defendant Clark Electric only, which has policy limits in this matter of \$2 million.

We have specifically agreed that neither me nor my firm is obligated to pay you and/or your firm a referral fee from any recovery made against any other defendant named or joined in this case (including but not limited to Dialight, any of the National Oilwell Varco entities, Cabot Oil or any of the Patterson entities). Any referral fee paid to you from this matter will be expressly limited to 40% of any recovery from Defendant Clark Electric's \$2 million insurance policy.

We have agreed that the maximum referral fee payable from my firm to your firm in this case would be \$320,000 calculated as follows:

If my firm is able to settle Mr. and Mrs. Burgess' claims against Clark electric for its full \$2 million insurance coverage, and we obtain a fee in the amount of 40% of the gross recovery (\$800,000), our maximum referral fee payable to you will be \$320,000 (\$800,000 times .40 = \$320,000). To the extent any settlement with Clark Electric is in an amount less than \$2 million, you will be entitled to a referral fee of 40% of the gross fee recovered by my firm from Clark Electric's insurance coverage.

Please confirm that this email accurately reflects our full and final agreement and supersedes any prior agreement (including my letter to you dated September 11, 2014).

Sincerely,

Tom



**Thomas W. Sheridan**  
*Trial Attorney*

**Sheridan & Murray, LLC**

**Mailing Address:** 424 South Bethlehem Pike, Third Floor  
Fort Washington, PA 19034

**Philadelphia Office:** 1845 Walnut Street, 21st Floor  
Philadelphia, PA 19103

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tel: (215) 977-9500  
fax: (215) 977-9800

**From:** Murray, Neil T.

**Sent:** Wednesday, February 07, 2018 7:09 PM

**To:** Sheridan, Thomas W.

**Cc:** Sheridan, Thomas W.

**Subject:** RE: 1497-001 Burgess, James R.: Referral Fee Agreement

Looks good – see highlighted changes.

Randy,

Thanks for taking the time to speak to me earlier today about the Burgess case and our fee sharing agreement.

I am writing to confirm our discussion and to specifically clarify and document our referral agreement on this matter.

Mr. Burgess and Mrs. Burgess have each entered into a fee agreement with my firm to represent them for any and all claims arising from Mr. Burgess's (insert date of accident) accident that rendered him a quadriplegic.

Prior to referring this matter to my firm, you had engaged in discussions with representatives from Defendant Clark Electric regarding the potential settlement of this matter.

In light of this, my firm and I have agreed to pay you a referral fee in the amount of 40% of any fee recovered by my firm against Defendant Clark Electric only, which has policy limits in this matter of \$2 million.

We have specifically agreed that neither me nor my firm is obligated to pay you and/or your firm a referral fee from any recovery made against any other defendant named or joined in this case (including but not limited to Dialight, any of the National Oilwell Varco entities, Cabot Oil or any of the Patterson entities). Any referral fee paid to you from this matter will be expressly limited to 40% of any recovery from Defendant Clark Electric's \$2 million insurance policy.

We have agreed that the maximum referral fee payable from my firm to your firm in this case is \$320,000 calculated as follows:

If my firm is able to settle Mr. and Mrs. Burgess' claims against Clark electric for its full \$2 million insurance coverage, and we obtain a fee in the amount of 40% of the gross recovery (\$800,000), our maximum referral fee payable to you will be \$320,000 (\$800,000 times .40 = \$320,000). To the extent any settlement with Clark Electric is in an amount less than \$2 million, you will be entitled to a referral fee of 40% of the gross fee recovered by my firm from Clark Electric's insurance coverage.

Please confirm that this email accurately reflects our agreement and supersedes any prior agreement.

Sincerely,

Tom

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Neil T. Murray, Esquire  
Sheridan & Murray, LLC  
424 S. Bethlehem Pike  
Third Floor  
Fort Washington, PA 19034  
(215) 977-9500 phone  
(215) 977-9800 fax  
[nmurray@sheridanandmurray.com](mailto:nmurray@sheridanandmurray.com)

**From:** Sheridan, Thomas W.  
**Sent:** Wednesday, February 07, 2018 7:03 PM  
**To:** Murray, Neil T.  
**Cc:** Thomas W. Sheridan Esquire ([tsheridan@sheridanandmurray.com](mailto:tsheridan@sheridanandmurray.com))  
**Subject:** 1497-001 Burgess, James R.: Referral Fee Agreement

Neil,

please review the email below and give me any comments or edits that you have. I want to nail this down ASAP. I have gone to substantial lengths in this email to document my agreement with Randy. Please let me know if you think it is too much or too little or there's a more effective way to say what I wrote.

Thanks, Tom

Randy,

Thanks for taking the time to speak to me earlier today about the Burgess case and our fee sharing agreement.

I am writing to confirm our discussion and to specifically clarify and document our referral agreement on this matter.

Mr. Burgess and Mrs. Burgess have each entered into a fee agreement with my firm to represent them for any and all claims arising from Mr. Burgess's accident that rendered him a quadriplegic.

Prior to referring this matter to my firm, you had engaged in discussions with representatives from Clark electric regarding the potential settlement of this matter.

In light of this, my firm and I have agreed to pay you a referral fee in the amount of 40% of any fee recovered by my firm against defendant Clark Electric only, which has policy limits in this matter of \$2 million.

We have specifically agreed that neither me nor my firm is obligated to pay you and/or your firm a referral fee from any recovery made against any other defendant named or joined in this case (including but not limited to Dialight, any of the National Oilwell Varco entities, Cabot oil or any of the Patterson entities). Any referral fee paid to you from this matter will be expressly limited to 40% of any recovery from Defendant Clark Electric's \$2 million insurance policy.

We have agreed that the maximum referral fee payable from my firm to your firm in this case is \$320,000 calculated as follows:

if my firm is able to settle Mr. and Mrs. Burgess' claims against Clark electric for its full \$2 million insurance coverage, and we obtain a fee in the amount of 40% of the gross recovery (\$800,000), our maximum referral fee payable to you will be \$320,000 (\$800,000 times .40 = \$320,000). To the extent any settlement with Clark electric is in an amount less than \$2 million, you will be entitled to a referral fee of 40% of the gross fee recovered by my firm from Clark electric's insurance coverage.

Please confirm that this email accurately reflects our agreement and supersedes any prior agreement.

Sincerely,

Tom



**Thomas W. Sheridan**  
*Trial Attorney*

**Sheridan & Murray, LLC**

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**Philadelphia Office:** 1845 Walnut Street, 21st Floor

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